

§ 1-654. Informed consent.

Before a prospective party signs a collaborative law participation agreement, a prospective collaborative lawyer shall do all of the following:

- (1) Assess with the prospective party factors the lawyer reasonably believes relate to whether a collaborative law process is appropriate for the prospective party's matter.
- (2) Provide the prospective party with information that the lawyer reasonably believes is sufficient for the prospective party to make an informed decision about the material benefits and risks of a collaborative law process as compared to the material benefits and risks of other reasonably available alternatives for resolving the proposed collaborative matter, such as litigation, mediation, arbitration, or expert evaluation. The information provided shall include the respective rules regarding privilege and confidentiality that apply to each of the alternative means of resolving disputes.
- (3) Advise the prospective party that:
 - a. After signing a collaborative law participation agreement, if a party initiates a proceeding or seeks tribunal intervention in a pending proceeding related to the collaborative matter, the collaborative law process terminates, except as provided in G.S. 1-647.
 - b. Participation in a collaborative law process is voluntary and any party has the right to terminate unilaterally a collaborative law process with or without cause.
 - c. The collaborative lawyer and any lawyer in a law firm with which the collaborative lawyer is associated shall not appear before a tribunal to represent a party in a proceeding related to the collaborative matter, except as authorized by G.S. 1-647, 1-649(c), 1-650(b), or 1-651(b). (2020-65, s. 1.)